

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TOBIAS TEIXEIRA DA FONSECA,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 24-cv-04448

Judge Andrea R. Wood

Magistrate Judge Jeannice W. Appenteng

***SEALED* TEMPORARY RESTRAINING ORDER**

Plaintiff TOBIAS TEIXEIRA DA FONSECA (“Fonseca”) filed an *Ex Parte* Motion for Entry of a Temporary Restraining Order, including a Temporary Injunction, a Temporary Asset Restraint, Expedited Discovery, and Service of Process by Email and/or Electronic Publication (the “Motion”) against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”). After reviewing the Motion and the accompanying record, this Court GRANTS Fonseca’s Motion as follows.

This Court finds, in the absence of adversarial presentation, that it is likely to have personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Fonseca has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing versions of Fonseca’s federally registered copyrights which are protected by United States Copyright

Registration Nos. VA 2-376-219; VA 2-279-692; VA 2-376-239; VA 2-376-213; VA 2-376-211; VA 2-376-207; VA 2-279-584; VA 2-376-231; VA 2-376-374; VA 2-376-222; VA 2-376-217; VA 2-303-183; VA 2-279-581; VA 2-279-690; VA 2-376-242; VA 2-376-209; VA 2-376-215; VA 2-376-258; VA 2-376-236; VA 2-376-376; VA 2-376-377; VA 2-279-666; VA 2-279-684; VA 2-376-212; VA 2-279-588; VA 2-279-670; VA 2-279-669; VA 2-376-214; VA 2-279-688; and VA 2-279-586 (the “Tobias Fonseca Works”) to residents of Illinois. In this case, Fonseca has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products using infringing versions of the Tobias Fonseca Works. *See* Docket No. [15], which includes screenshot evidence confirming that each Defendant internet store does stand ready, willing and able to ship its unauthorized goods to customers in Illinois bearing infringing versions of the Tobias Fonseca Works. Fonseca has presented specific facts in the Declaration of Tobias Teixeira Da Fonseca in support of the Motion and accompanying evidence clearly showing that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. Specifically, in the absence of an *ex parte* Order, Defendants could and likely would move any assets from accounts in financial institutions under this Court’s jurisdiction to off-shore accounts. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, and attorneys, and all persons acting in active concert and participation with them be temporarily enjoined and restrained from:
 - a. using the Tobias Fonseca Works or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising,

- offering for sale, or sale of any product that is not a genuine Fonseca product or not authorized by Fonseca to be sold in connection with the Tobias Fonseca Works;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Fonseca product or any other product produced by Fonseca, that is not Fonseca's or not produced under the authorization, control, or supervision of Fonseca and approved by Fonseca for sale under the Tobias Fonseca Works;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Fonseca, or are sponsored by, approved by, or otherwise connected with Fonseca; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Fonseca, nor authorized by Fonseca to be sold or offered for sale, and which bear any of Fonseca's registered copyrights, including the Tobias Fonseca Works, or any reproductions, infringing copies, or colorable imitations.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. Fonseca is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34, and 36, related to:
- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying

information associated with the Defendant Internet Stores and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Defendant Internet Stores; and

- c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Amazon Payments, Inc. ("Amazon"), Walmart Inc. ("Walmart"), Wish US Holdings LLC d/b/a Wish.com ("WISH"), or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon Fonseca's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as Amazon, Walmart, and WISH (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Fonseca expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:
- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying

information associated with the Defendant Internet Stores and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Defendant Internet Stores; and

- c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Amazon, Walmart, WISH, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon Fonseca's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods using the Tobias Fonseca Works.
6. Any Third Party Providers, including Amazon, Walmart, and WISH, shall, within seven (7) calendar days of receipt of this Order:
- a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Tobias Teixeira Da Fonseca, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.

7. Fonseca may provide notice of the proceedings in this case to Defendants, including notice of the preliminary injunction hearing, service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Complaint, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 2 to the Declaration of Tobias Teixeira Da Fonseca and any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of “xiangyangshiyufashangmaoyouxiangongsi and all other Defendants identified in the Complaint” that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
8. Fonseca must provide notice to Defendants of any motion for preliminary injunction as required by Rule 65(a)(1).
9. Fonseca’s Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Tobias Teixeira Da Fonseca [15], and this Order shall remain sealed until further order by this Court or until the Order expires, whichever occurs earlier.
10. Within seven (7) calendar days of entry of this Order, Fonseca shall deposit with the Court ten thousand dollars (\$10,000) either cash or surety bond, as security, which amount has, in the absence of adversarial testing, been deemed adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

11. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
12. This Temporary Restraining Order without notice is entered at 11:00 A.M. on this 23rd day of December 2024 and shall remain in effect for fourteen (14) calendar days.

A handwritten signature in black ink, appearing to read "Andrea R. Wood", is written over a horizontal line.

Andrea R. Wood
United States District Judge

Schedule A

No.	Defendants
1	xiangyangshiyufashangmaoyouxiangongsi
2	xinluoquzhankewenjudian
3	Chen H Hong
4	xiangyangshishengroushangmaoyouxiangongsi
5	EZhouShiHanMaoShunShangMaoYouXianGongSi
6	Second half opening
7	taiyuanshixianxueshangmaoyouxiangongsi
8	hubeishengguichenkejiyouxiangongsi
9	XiangYangShiRuiXiangShangMaoYouXianGongSi
10	PingDingChaoTianShangMaoYouXianGongSi
11	ZCHAINBRAND STORE
12	CONANWELL
13	ZhangQiXun
14	AliPlus
15	FNAF Craft
16	QIANGLuo
17	Hileapx
18	backtime
19	Blimark
20	Carrier MPX
21	Rose-SGT
22	xingchenghulianwang
23	QingXiaoHao
24	Trucker God Family Star
25	miao yang shangmao
26	Goon Studio
27	haoxia2020
28	shortcut wang ww
29	a Dada
30	on-line measurement
31	HRTStickerStudio
32	liuyanglei
33	hekexin2024
34	Chilynie Patch
35	guangzhouchunoushangmaoshanghanggerenduzi
36	tongshanxianhaiyangbaihuodian
37	xiuwenmaoyi

38	Bay White E
39	Tangmanlan
40	OYSTERBOY
41	changfenglisidianzishangwugongzuoshi
42	QuXinLongDi
43	TianQiaoQuHao
44	wuhanshijiangxiaquluboteshangmaohang
45	hiLongGangQ
46	wucibaihuo
47	yipinrui
48	jijunbaihuo
49	chenghuaquchuxinzahuopu
50	jinzhongshiyuciquanhaobaihuoshanghang
51	dongchangfuqukangyuandianzijingyingbu
52	luoyangshichanhehuizuquyangtaibaihuobu
53	shifangshiliuheqiaodianzishangwugongzuoshi
54	wuhanshijiangxiaquyujianshangmaozhongxin
55	pujietiyu
56	yingqilanchuang
57	junchao
58	hongliangjin
59	qichangbaihuodian
60	youjindefushixiemaopu
61	miluoshihuananhubangdianzishangwushanghang
62	jiashanbaihuo
63	qingwenfuzhuangdian
64	wuhanshidonghuxinjishukaifaquzheyubaihuoshanghang
65	xingyexianshinzhenmeiweisishipinjingyingbu
66	Look at the place
67	whfly
68	qujinglimingdianzishangwuyouxiangongsi
69	dangshanxianshentianshangmaoyouxiangongsi
70	guangzhouwangxinqishangmaoyouxiangongsi
71	yhkky
72	GuangZhou Art GJ
73	zheny sp
74	hefeimengshusidianzishang
75	ZHANGLIMAIXIGUA
76	Zhao Yonglin
77	DaiShanShangMao(GuangZhou)YouXianGongSi
78	Li ting develop
79	Four out of V
80	Vit through yjuu

81	Zheng Junhao
82	Xie FU
83	WangZiYou YouZiWang
84	Southern resolution
85	yidida
86	Yongji Weijin E-commerce Co., Ltd.
87	Chen Pengzhiz
88	临沂晟城商贸有限公司
89	Dingan Ransheng Men Clothing 7-15 delivery
90	AKIWOS (7-15 Days Arrive)
91	wojiaolinzhiqiao
92	JOFOW
93	guangzhouhuxinglinshangmaoyouxiangongsi
94	Shijiazhuang Chisan Trading Company
95	zzzjjlll
96	guixiangshengweishangmao
97	THUYDAOJP
98	QUANGBATR
99	LanbenQing
100	HFJYXX
101	chenqingliang
102	shuanmingzhang
103	DUWEII
104	chuzhouyuanwendianzishangwuyouxiangongsi
105	DIYx Store
106	shengzedianzishangmao
107	THNSTORE
108	PNJGoldent
109	CUTE GIY
110	HHAOHAOWANG
111	Deamison
112	XXZ ONIFANS
113	PPANPINGG
114	Wisdom1lan ship from US
115	KAPUALE
116	Da Tou
117	POFREE
118	CoolVibesRug
119	Xiangyang Guxi Trading Co., Ltd.
120	Meimiaoda
121	shuangyangkeji
122	Zhang Shangshen
123	putianshihanjiangquchenwenxinmaoyiyouxiangongs

124	Weifujin
125	Hilake
126	Jincheng Co.Ltd
127	XINXINGSHICHENG
128	MinLi
129	bobo
130	guangxichengdazhonggongyouxiangongsi
131	nanninghuichuangwangluokejiyouxiangongsi
132	guangzhoudongqiangshangmaoyouxiangongsi
133	San Ji Wu Hu e-commerce
134	INPERCUST
135	JianWeiStationery
136	VStyle
137	SHIZHENYANG
138	Walqfu
139	TianChen
140	BOFACPRINT
141	QUFUWALQ
142	GOGMARTI
143	T-buyhome
144	Talich
145	SANBAYCN
146	Xuancai Co.Ltd
147	ROODPRINT
148	LAMZY
149	DengYuanYong
150	CH-HUIYU
151	ZHENGFU
152	juxianzhaoqingmaoyiyuoxiangongsi
153	kunmingduanwenwangluokeji
154	FIDWALQINT
155	kunmingyongcengshangmaoyouxiangongsi
156	Ewalfull
157	xiamenmindongsemaoyiyouxiangongsi
158	licun001
159	FoShanShiYongNuanXiShangMaoYouXianGongSi
160	Liu Wenloyal women's wear
161	HUANGYU
162	Fismartprint
163	jianjiankangkang

164	BAIBAIJINGJING
165	Angus Hao
166	dandanlili
167	Borko
168	Locke
169	Arran
170	yangzichen
171	Cumin
172	yinglaiyingqu